



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/398,170	09/17/1999	RANJIT N. NOTANI	020431-0467	9727

7590 08/29/2002

BAKER & BOTTS LLP
2001 ROSS AVENUE
DALLAS, TX 752012980

EXAMINER

KANOF, PEDRO R

ART UNIT

PAPER NUMBER

3628

DATE MAILED: 08/29/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.
09/398,170

Applicant(s)

Notani

Examiner

KANOF

Art Unit

3628

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE three MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136 (a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on May 2, 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11; 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-37 is/are pending in the application.
- 4a) Of the above, claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-37 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claims _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgement is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
*See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. § 119(e).
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgement is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892) 4) ☐ Interview Summary (PTO-413) Paper No(s). _____
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948) 5) ☐ Notice of Informal Patent Application (PTO-152)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s). _____ 6) ☐ Other:

Art Unit: 3628

DETAILED ACTION

Claim Rejections - 35 USC § 103

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 1-~~200~~³⁷ are rejected under 35 U.S.C. 103(a) as being unpatentable over George W. Alhan (Purchasing Handbook, McGraw-Hill Book Company, 2nd. Ed., 1966) (Alhan) as applied to claim above, and further in view of Shepherd (U.S. Patent No. 6,134,536). X

Claims 1 and 19: Alhan discloses a method of optimizing multi-enterprise supply chain agreements and a procurement manager operable to be executed on the processor of a buyer, using an electronic option contract, the method and the program comprising:

determining at a buyer computer a range of forecasted demand for a product (Pages 13-21 to 13-33;

communicating from the buyer computer to a seller (pages 14-28 to 14-35) computer an option contract for the supply of a product, the option contract including an option corresponding

Art Unit: 3628

to the range of forecasted demand (5-41 to 5-42);

executing the option contract (3-30 to 3-32);

updating at the buyer computer the forecasted demand (19-52 to 19-54).

However, Alhan does not explicitly disclose exercising the option in the option contract within the range of forecasted demand based on the updated forecasted demand. Shepherd discloses such as a step (Col. 52, lines 60-67, and col.53, lines 39-45). Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to include such a step. One would have been motivated to do that in order to maintain a right inventory level, and consequently, reduce the financial charges.

In addition Shepherd teaches the use of computers in the communication between sellers and buyers, that was just suggested by Alhan's business method. The Alhan's business method used telex and telephone because that was the state of the art of the communication technology when Alhan published in 1966 the 2nd. Edition of his Handbook (the 1st edition is from 1958). Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to include the use of computers in the communication between sellers and buyers. One would have been motivated to do that in order to increase the speed of the business communications, and consequently, the efficacy of the process.

Claim 2 and 20: Alhan and Shepherd disclose the method and the program of Claims 1 and 19. Alhan also discloses wherein the option comprises a range of parameters selected from a group consisting of a minimum quantity of a product that the buyer is obligated to purchase, and

Art Unit: 3628

a maximum quantity of the product that the seller is obligated to supply; a minimum number of product types that the buyer is obligated to purchase, and a maximum number of product types that the seller is obligated to supply; and a minimum number and a maximum number of locations where a product must be delivered (Pages 3-30 to 3-32, and 19-52 to 19-54).

Claims 3 and 21: Alhan and Shepherd disclose the method and the program of Claims 1 and 19. Alhan also discloses wherein the option comprises a plurality of ranges of parameters each selected from a group consisting of a minimum quantity of a product that the buyer is obligated to purchase, and a maximum quantity of the product that the seller is obligated to supply; a minimum number of product types that the buyer is obligated to purchase, and a maximum number of product types that the seller is obligated to supply; and a minimum number and a maximum number of locations where a product must be delivered (Pages 5-41 to 5-42) .

Claims 4, 5 and 22:: Alhan and Shepherd disclose the method and the program of Claims 1 and 19. Alhan also discloses wherein the option contract includes an exercise period comprising a period of time after the execution of the option contract during which the buyer must exercise its option and wherein exercising the option comprises specifying a first quantity of product desired at a first time during the exercise period; specifying a second quantity of product desired at a second time during the exercise period; and wherein the updated forecasted demand comprises the sum of the first and second quantities of product desired (Pages 19-52 to 19-54 and 5-41 to 5-42)

Art Unit: 3628

Claims 6: Alhan and Shepherd disclose the method and the method of Claim 1, Alhan also discloses receiving from the seller computer a modified range of forecasted demand comprising the range of forecasted demand modified by an optimization model at the seller computer; and accepting the modified range of forecasted demand as a term to the option contract (Pages 19-52 to 19-54, 5-41 to 5-42, and 3-30 to 3-32).

Claims 7, 8 and 23: Alhan and Shepherd disclose the method and the program of Claims 1 and 19. Alhan also discloses receiving a proposed contract term from the seller computer; accessing a memory comprising a range of acceptable contract terms; comparing the proposed contract term to the range of acceptable contract terms; determining that the proposed contract term is within the range of acceptable contract terms; and accepting the proposed contract term without user input (Pages 14-28 to 14-35 and 19-52 to 19-54).

Claims 9 and 24: Alhan and Shepherd disclose the method and the program of Claims 7 and 19. Alhan also discloses determining that the proposed contract term is not within the range of acceptable contract terms; and identifying the proposed contract term as a term requiring user input prior to acceptance (Pages 14-28 to 14-35)..

Claims 10 and 26: Alhan and Shepherd disclose the method and the program of Claims 1 and 19. Alhan also discloses determining at the buyer computer a proposed option price comprising a value of the option to a buyer associated with the buyer computer; communicating from the buyer computer to the seller computer the proposed option price; and negotiating with the seller computer an agreed option price based on the value of the

Art Unit: 3628

option to the buyer and a cost of the option to a seller associated with the seller's computer (Pages 19-52 to 19-54, 5-41 to 5-42, and 3-30 to 3-32)..

Claim 11: Alhan and Shepherd disclose the method of Claim 10. Alhan also discloses negotiating an agreed option price comprises receiving from the seller computer a modified proposed range of forecasted demand comprising the proposed range of forecasted demand modified by an optimization model at the seller computer; determining a modified proposed option price based on the modified proposed range of forecasted demand; and communicating the modified proposed option price to the seller computer (Pages 19-52 to 19-54).

Claim 12: Alhan discloses a method of optimizing multi-enterprise supply chain agreements using an electronic option contract, the method comprising:

receiving at a seller computer terms of an option contract from a buyer computer, the terms comprising an option corresponding to a buyer's range of forecasted demand for a product (Pages 19-52 to 19-54);

communicating to the buyer computer an acceptance of the terms of the option contract; storing the terms of the accepted option contract in a memory accessible to the seller computer (Pages 14-28 to 14-35).

However, Alhan does not explicitly disclose exercise the option with the buyer's updated forecasted demand for the product; and enforcing the terms of the option contract at the seller computer without user input. Shepherd discloses such as a step (Col. 52, lines 60-67, and col.53,

Art Unit: 3628

lines 39-45). Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to include such a step. One would have been motivated to do that in order to maintain a right inventory level, and consequently, reduce the financial charges.

Claim 13: Alhan and Shepherd disclose the method of Claim 12. Alhan also discloses wherein the option comprises a range of parameters selected from a group consisting of a minimum quantity of a product that the buyer is obligated to purchase, and a maximum quantity of the product that the seller is obligated to supply; a minimum number of product types that the buyer is obligated to purchase, and a maximum number of product types that the seller is obligated to supply; and a minimum number and a maximum number of locations where a product must be delivered (Pages 3-30 to 3-32, and 19-52 to 19-54).

Claim 14: Alhan and Shepherd disclose the method of Claim 12. Alhan also discloses wherein the option comprises a plurality of ranges of parameters each selected from a group consisting of a minimum quantity of a product that the buyer is obligated to purchase, and a maximum quantity of the product that the seller is obligated to supply; a minimum number of product types that the buyer is obligated to purchase, and a maximum number of product types that the seller is obligated to supply; and a minimum number and a maximum number of locations where a product must be delivered (Pages 5-41 to 5-42)..

Claim 15: Alhan and Shepherd disclose the method of Claim 12. Alhan also discloses wherein the option contract includes an exercise period comprising a period of time after the execution of the option contract during which the buyer must exercise its option, and wherein

Art Unit: 3628

enforcing the terms of the option contract comprises receiving a request from the buyer computer to exercise the buyer's option comprising an identification of the buyer's exercised level of demand under the contract; accessing the memory to retrieve the stored contract terms, including an exercise period begin date and an exercise period end date; and comparing a current date to the exercise period begin date and the exercise period end date (Pages 3-30 to 3-32).

Claim 16: Alhan and Shepherd disclose the method of Claim 15. Alhan also discloses determining that the exercise period has begun and has not expired; and accepting the buyer computer's request to exercise the buyer's option (Pages 19-52 to 19-54)..

Claim 17: Alhan and Shepherd disclose the method of Claim 16. Alhan also discloses wherein the buyer computer's request comprises an identification of a first quantity of product desired, and further comprising storing the request for a first quantity of product desired in the memory; receiving a subsequent request from the buyer computer to exercise the buyer's option comprising an identification of a second quantity of product desired; determining that the exercise period has not yet expired; and storing the request for a second quantity of product desired in the memory (Pages 19-52 to 19-54, 5-41 to 5-42, and 3-30 to 3-32).. .

Claim 18: Alhan and Shepherd disclose the method of Claim 16. Alhan also discloses when the buyer's exercised demand level to a minimum obligation of the buyer under the contract; and determining a penalty if the buyer's minimum obligation level exceeds the buyer's exercised demand level after the expiration of the exercise period (Pages 19-52 to 19-54, and 3-30 to 3-32)...

Art Unit: 3628

Claim 25 .Alhan and Shepherd disclose the program of Claim 19. Alhan also discloses an aggregation module operable to compare a buyer's aggregation of parameters with a seller's aggregation of parameters, and to transform at least one of the aggregations of parameters to conform with a common aggregation of parameters (Pages 19-52 to 19-54, and 5-41 to 5-42).

Claim 27: .Alhan and Shepherd disclose the program of Claim 19. Alhan also discloses a tracking module operable to store terms of the executed option contract and to track the buyer's fulfillment of its obligations under the option contract (Pages 14-28 to 14-35).

Claim 28: Alhan discloses a supply manager operable to be executed on the processor of a seller computer, the supply manager comprising a forecast module operable to determine the seller's range of forecasted supply capacity for a product (Pages 13-21 to 13-33);

a negotiation module operable to receive from a buyer computer an offer to enter into an option contract for the supply of a product, the option contract including a proposed option corresponding to a range of forecasted demand (Pages 19-5219-54);

However, Alhan does not explicitly discloses an execution module operable to execute the option contract and to store the terms of the option contract in a memory accessible to the seller computer; and a tracking module operable to receive a request from the buyer computer to exercise the option, to access the memory to determine the terms of the option contract, and to determine whether to grant the request to exercise the option.. Shepherd discloses such as steps (Col. 52, lines 60-67, and col.53, lines 39-45). Therefore, it would have been obvious to one

Art Unit: 3628

having ordinary skill in the art at the time the invention was made to include such steps. One would have been motivated to do that in order to maintain a right inventory level, and consequently, reduce the financial charges.

Claim 29: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses wherein the option comprises a range of parameters selected from a group consisting of: a minimum quantity of a product that the buyer is obligated to purchase, and a maximum quantity of the product that the seller is obligated to supply; a minimum number of product types that the buyer is obligated to purchase, and a maximum number of product types that the seller is obligated to supply; and a minimum number and a maximum number of locations where a product must be delivered (Pages 19-52 to 19-54, and 5-41 to 5-42).

Claim 30: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses wherein the option comprises a plurality of ranges of parameters each selected from a group consisting of a minimum quantity of a product that the buyer is obligated to purchase, and a maximum quantity of the product that the seller is obligated to supply; a minimum number of product types that the buyer is obligated to purchase, and a maximum number of product types that the seller is obligated to supply; and a minimum number and a maximum number of locations where a product must be delivered (Pages 19-52 to 19-54, 5-41 to 5-42, and 3-30 to 3-32).

Claim 31: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses wherein the option contract includes an exercise period during which the buyer must exercise its option, and wherein the option contract comprises a maximum supply quantity that

Art Unit: 3628

the seller has agreed to supply, and wherein the request to exercise the option comprises a first request for a first quantity of product desired, and wherein the tracking module is operable to store the request in the memory if a current date is within the exercise period and the first quantity is less than or equal to the maximum supply quantity (Pages 19-52 to 19-54, and 3-30 to 3-32).

Claim 32: Alhan and Shepherd disclose the program of Claim 31. Alhan also discloses wherein the request to exercise the option comprises a second request for a second quantity of product desired, and wherein the tracking module is operable to store the request in the memory if a current date is within the exercise period and the sum of the first and second quantities is less than or equal to the maximum supply quantity (Pages 19-52 to 19-54, and 5-41 to 5-42)..

Claim 33: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses wherein the option contract comprises a penalty term specifying a penalty for a violation of the contract terms, and wherein the tracking module is operable to identify a violation of the contract terms and to assess a penalty for the violation based on the penalty term (Pages 5-41 to 5-42, and 3-30 to 3-32)..

Claim 34: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses wherein the offer to enter into the option contract comprises a proposed term, and wherein the negotiation module is operable to access a memory comprising a range of acceptable contract terms, determine that the proposed contract term is within the range of acceptable

Art Unit: 3628

contract terms, and to accept the proposed contract term without user input (Pages 19-52 to 19-54,, and 3-30 to 3-32)..

Claim 35: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses wherein the offer to enter into the option contract comprises a proposed term, and wherein the negotiation module is operable to access a memory comprising a range of acceptable contract terms, determine that the proposed contract term is not within the range of acceptable contract terms, and to identify the proposed contract term as a term requiring user input prior to acceptance (Pages 19-52 to 19-54, 5-41 to 5-42, and 3-30 to 3-32)..

Claim 36: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses further comprising an aggregation module operable to compare a buyer's aggregation of parameters with a seller's aggregation of parameters, and to transform at least one of the aggregations of parameters to conform with a common aggregation of parameters (Pages 19-52 to 19-54, and 5-41 to 5-42)..

Claim 37: Alhan and Shepherd disclose the program of Claim 28. Alhan also discloses further comprising an option price module operable to determine a proposed option price comprising a cost of the proposed option to a seller associated with the supply manger and to communicate the proposed option price to the buyer computer, and wherein the negotiation module is operable to negotiate with the seller computer an agreed option price based on the value of the option to the buyer and a cost of the option to a seller associated with the seller's computer (Pages 19-52 to 19-54, and 3-30 to 3-32).

Art Unit: 3628

Conclusion


5. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Exr. Pedro R. Kanof whose telephone number is (703) 308-9552. The examiner can normally be reached on weekdays from 7:30 a.m. to 4:00 p.m.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Mr. Vincent Millin, can be reached on (703) 308-1065. The fax phone number for this Group is (703) 308-1396.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the Group receptionist whose telephone number is (703) 305-3900.

PRK-8/23/2002..



VINCENT MILLIN
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600